

Calendar No.

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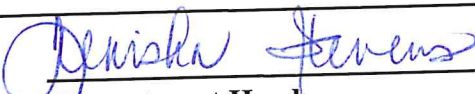


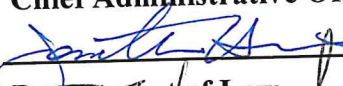
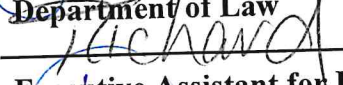
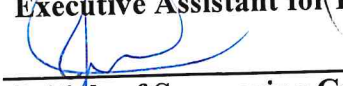
Name Amanda Simpkins Ext. 4989
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance authorizing the Mayor to enter into a multi-year CEA

with Family Center of Hope to operate an Evening Reporting Center.

1. 
Department Head
2. 
Deputy Mayor
3. 
Chief Administrative Officer
4. 
Department of Law
5. 
Executive Assistant for Intergovernmental Relations
6. 
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____

2ND: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Office of Criminal Justice Coordination

Name of Contact Person: Amanda Simpkins

Telephone Number: 504-658-4989

Email Address: aksimpkins@nola.gov

Initials of Sponsoring Councilmember(s): 

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The intent is to authorize the Mayor to enter into a multi-year CEA with the

Family Center of Hope to operate an Evening Reporting Center.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.



If this section is not applicable, please check this box.

The parties involved:

Family Center of Hope, City of New Orleans

The obligations, expectations, and deliverables of the parties involved:

Family Center of Hope will provide supervision and programming for youth referred to the Evening Reporting Center. The City will fund and administer the program.

Any fiscal implications for the City with the contract:

\$300,000 per year

The public purpose and need for the contract:

To provide an alternative to detention for youth pending adjudication in Orleans Parish Juvenile Court.

The duration of the contract:

5 years



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.



If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: November 21, 2019

CALENDAR NO. 32,856

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER WILLIAMS (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans (the “City”) and Family Center of Hope (the “Contractor”) to allow the Contractor to operate an Evening Reporting Center as an alternative to detention for youth pending adjudication in Orleans Parish Juvenile Court, as more fully set forth in the Cooperative Endeavor Agreement attached hereto and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and the Contractor desire to provide a community-based alternative to secure detention for youth pending adjudication by operating an Evening Reporting Center; and

WHEREAS, the City and the Contractor desire to enter into this Agreement to provide for the implementation of the foregoing and to set forth certain other matters in connection

therewith; **NOW, THEREFORE**

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor of the City of New Orleans is hereby authorized to enter into a
3 Cooperative Endeavor Agreement between the City of New Orleans and the Family Center of
4 Hope to operate an Evening Reporting Center as an alternative to detention for youth pending
5 adjudication in Orleans Parish Juvenile Court.

1 **SECTION 2.** That said Cooperative Endeavor Agreement is attached hereto as “Exhibit
2 1” and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

THE FAMILY CENTER OF HOPE

EVENING REPORTING CENTER

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the Family Center of Hope, represented by Patricia Watson, Executive Director (“**FCH**”). The City and FCH may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of January 1, 2020 (the “**Effective Date**”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, FCH is a non-profit corporation, which principal address is located at 4422 St. Charles Avenue, New Orleans, LA 70115;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City and FCH desire to accomplish a valuable public purpose of providing community-based alternatives to secure detention for youth pending adjudication by operating an Evening Reporting Center (“**ERC**”);

WHEREAS, FCH will operate an ERC as an alternative to detention for youth pending adjudication in Orleans Parish Juvenile Court (“**OPJC**”); and

WHEREAS, the City will administer and provide funding and logistical support for these activities as set forth herein.

NOW THEREFORE, the City and FCH, each having the authority to do so, agree as follows:

ARTICLE I - FCH’S OBLIGATIONS

A. Services. FCH will:

1. Collaborate with appropriate parties to establish written policies and procedures that describe in detail the eligibility for assignment of youth to and the operation of an ERC;
2. Supply all components necessary for the operation of an ERC including, but not

limited to, staffing, programming, meals, and transportation;

3. Operate according to written policies and procedures an ERC for youth referred by OPJC who fit the agreed upon eligibility criteria;

4. Assist youth assigned to the ERC by offering information regarding other potentially appropriate supportive services in community-based settings during youth's participation in the ERC programming including but not limited to resources for consideration by youth and their parents for the provision of medical services, drug or mental health treatment, basic needs support, school enrollment or any other community-based social services that youth and their parents may consider likely to increase their chances of success; provided that FCH will maintain its role as a Social Service based organization, focused on behavioral change and not a clinical provider, that FCH will provide recommendations but not endorsements based on needs that FCH believes to exist, and that FCH will not be expected to identify, recognize, diagnose, or treat medical or other needs;

5. Regularly report to the City on the performance of the ERC, including but not limited to:

- a. Number of youth connected to community-based services during youth's participation in the ERC programming;
- b. Number of days youth attend the ERC;
- c. Number of youth who successfully complete ERC programming; and
- d. Measures of youth and guardian satisfaction with the ERC.

6. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of FCH as set forth in this Agreement; and

7. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf.

B. Invoices.

1. FCH will submit monthly invoices for work performed under this Agreement to the City no later than the 20th day of the month following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City would not be liable. At a minimum, each invoice must include the following information and supporting documentation:

- a. An itemized expense report detailing the cost incurred by FCH for the purposes of operating the ERC program, including but not limited to staffing, program supplies, transportation costs, youth related expenses, food and meals, security, space rental, utilities, administrative support, and other operational costs.
- b. The beginning and end dates for the period of time covered in the invoice.

2. All invoices must be signed by an authorized representative of FCH under penalty of perjury attesting to the validity and accuracy of the invoice.

3. The City may require changes to the form of the invoice and may require

additional supporting documentation to be submitted with invoices.

C. Audit and Inspection.

1. FCH will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of FCH, its employees, agents, assigns, successors and subcontractors, during normal business hours at FCH's office or place of business in Louisiana. If no such location is available, FCH will make the documents available at a time and location that is convenient for the City.

2. FCH will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires FCH to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. FCH agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

ARTICLE II - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the Office of Criminal Justice Coordination ("OCJC");

2. Provide funding to FCH for the operation of an ERC subject to, and contingent upon, the allocation of funds by the New Orleans City Council;

3. Collaborate with other parties to establish written policies and procedures that describe in detail the eligibility for assignment of youth, the capacity of the program and the operation of an ERC;

4. Work with FCH and other relevant stakeholders to promote adherence to national best practices for ERCs;

5. Provide and/or assist FCH in obtaining, as appropriate, access to data for outcome, performance, and other related potential research activities that are required for service delivery and program success;

6. Regularly convene the Sanford "Sandy" Krasnoff Criminal Justice Council or one of its subgroups to publicly review the efficacy of the ERC;

7. Provide FCH with documents deemed necessary for FCH's performance of any work required under this Agreement; and

8. Provide access to OCJC personnel to discuss the required services during normal working hours, as requested by FCH.

B. Payment. The City will make payments to FCH at the rate of compensation established in this Agreement based upon FCH's certified invoices, except:

1. The City's obligation to pay is contingent upon FCH's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set off any amounts due to FCH against any amounts deemed by the City to be owed to the City by FCH pursuant to this Agreement; and

4. FCH's obligation to perform its obligations hereunder, and all compensation owed to FCH under this agreement are contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by FCH that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the correction of errors or omissions of FCH or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay FCH only for the work requested by the City as satisfactorily performed by FCH through the date of termination, except as otherwise provided in this Agreement.

ARTICLE III - DATA SECURITY AND PRIVACY

A. In addition to any other obligations contained in this Agreement, the Parties agree to share any personally identifying information ("PII"), as needed and in compliance with any applicable federal and state laws.

B. Access to PII must be limited to designated representatives, who will be permitted to view the PII.

C. The Parties shall limit the creation of physical copies of any PII and ensure that physical copies are stored in secured locked containers to prevent unauthorized access.

D. Any PII sent electronically shall be sent via secure emails that require a password for access. FCH agrees to store any electronic copies of PII in computers or cloud drives that have password protection and that only their designated representatives will have access to such electronic files.

E. FCH shall retain such data only so long as is necessary to conduct the program described in this Agreement.

F. FCH shall obtain written consent for PII related to substance abuse, developmental disabilities, and HIV status and treatment, unless otherwise permitted by law.

G. Any requests for PII from a third party will be forwarded to the City for review and may not be released without the express approval of the individual or their guardian, or an order from a Court of competent jurisdiction.

H. FCH agrees to defend, indemnify, and hold harmless the City as required in Article V below.

ARTICLE IV - FUNDING

A. **Funding.** The City will provide an annual payment of \$300,000.00 during the first three years of the Agreement for the ERC's operations.

B. **Maximum Amount.** The maximum amount payable by the City under this Agreement is \$900,000.00.

C. The remaining funds paid to FCH by the City are fully inclusive of all direct program expenses, including, but not limited to: rent and utilities for the ERC location (including building taxes and insurance), staff salaries, food, and youth related supplies, enrichment activities, and any guest speakers and group facilitators.

ARTICLE V - DURATION AND TERMINATION

A. **Term.** The term of this agreement shall be for five years from the Effective Date through December 31, 2024.

B. **Termination for Convenience.** The City or FCH may terminate this Agreement at any time during the term of the Agreement by giving the other party written notice of the termination at least 30 calendar days before the intended date of termination.

C. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to FCH. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

D. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement. In the event of any termination for non-appropriation of funds, the City will provide written notice to FCH once the City is aware of the lack of appropriation of funds.

ARTICLE VI - INDEMNITY

A. To the fullest extent permitted by law, FCH will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of FCH, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to FCH in connection with the performance of work under this Agreement.

B. **Limitation.** FCH's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither FCH nor any of its agents or employees contributed to such willful misconduct.

C. **Independent Duty.** FCH has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) FCH is ultimately absolved from liability.

D. **Expenses.** Notwithstanding any provision to the contrary, FCH shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VII - INSURANCE

A. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, FCH will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

1. Minimum Requirements: Coverage shall be at least as broad as the following:

- a. Commercial General Liability ("CGL"): Insurance Services Office Form, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. General Liability Policy should be endorsed to include coverage for Abuse and Molestation.
- b. Automobile Liability: ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 21, or Symbols 27, 28, 29), or if FCH has no owned autos, hired, (Code 28) and non-owned autos (Code 29), with limit no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
- c. Cyber Liability: Minimum limits of \$1,000,000.00 for third party losses including, but not limited to: Data Privacy and Network Security Liability, Internet and Communications Liability, Professional Services Liability, Programming Errors & Omissions Liability, Replacement or Restoration of Electronic Data, Crisis Management Expense, Notification Expense, Data Privacy Regulatory Expense, Credit Monitoring Expense, Cyber Investigation Expense, and Security Breach Expense.
- d. Professional Liability (Errors and Omissions): with limits no less than \$1,000,000.00 per claim.
- e. Workers' Compensation: as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.

2. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. Additional Insured Status. FCH will provide, and maintain current, a Certificate of Insurance naming The City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "**Additional Insureds**" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the FCH's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as

Certificate holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112.

- b. Primary Coverage. For any claims related to this contract, FCH's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to FCH's coverage.
- c. Claims Made Policies.
 - i. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - ii. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, FCH must purchase "extended reporting" coverage for minimum of five years after the termination of this agreement
- d. Waiver of Subrogation. FCH and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.
- e. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 30 days.
- f. Acceptability of Insurers. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

B. FCH will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: Evening Reporting Center) within 10 calendar days of the Effective Date and at any other time at the City's request proof of coverage for each policy of insurance required by this Agreement.

C. Without notice from the City, FCH will:

- 1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- 2. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
- 3. Notify the City's Risk Manager in writing within 10 days of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

ARTICLE VIII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of FCH according to the policy and procedures manual developed by the City and FCH and the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; quality of youth service delivery; communication and

accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If FCH fails to perform according to the Agreement, the City will notify FCH in writing. If there is a continued lack of performance after written notification, the City may declare FCH in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the FCH for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from FCH.

ARTICLE IX - LIVING WAGES

To the fullest extent permitted by law, FCH agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wage**"). If FCH fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

ARTICLE X - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, FCH (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that FCH's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, FCH will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with FCH in any of FCH's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by FCH. FCH agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. FCH will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if FCH fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. **Independent Contractor Status.** FCH is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. **Exclusion of Worker's Compensation Coverage.** The City will not be liable to FCH, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by FCH will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. **Exclusion of Unemployment Compensation Coverage.** FCH, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither FCH nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) FCH has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by FCH are outside the normal course and scope of the City's usual business; and (c) FCH has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. **Waiver of Benefits.** FCH, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII - NOTICE

A. **In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Office of Criminal Justice Coordination
City of New Orleans
1300 Perdido Street, Suite 8W03
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To FCH:

Patricia Watson, Executive Director
Family Center of Hope

4422 St. Charles Avenue
New Orleans, LA 70115

&

4137 Washington Avenue
New Orleans, LA 70125

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XIII - COMPLIANCE WITH CITY'S HIRING REQUIREMENTS – BAN THE BOX

A. FCH agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, FCH must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

B. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide FCH notice of noncompliance and allow FCH 30 days to come into compliance. If, after providing notice and 30 days to cure, FCH remains noncompliant, the City may move to suspend payments to FCH, void the Agreement, or take any such legal action permitted by law or this Agreement.

C. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

D. FCH will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

ARTICLE XIV - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of FCH's interest in it are not assignable or transferable without the City's prior written consent.

C. Audit and Other Oversight. FCH will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires FCH to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, FCH agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Choice of Law. This Agreement will be construed and enforced in accordance with

the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Conflicting Employment. To ensure that FCH's efforts do not conflict with the City's interests, and in recognition of FCH's obligations to the City, FCH will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. FCH will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on FCH's performance of this Agreement. The City will make the final determination whether FCH may accept the other employment.

F. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or FCH on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. Convicted Felon Statement. FCH complies with City Code § 2-8(c) and no principal, member, or officer of FCH has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

H. Employee Verification. FCH swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to FCH a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in FCH being ineligible for any public contract for a period of three years from the date the violation is discovered. FCH will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if FCH fails to provide such requested affidavit or violates any provision of this paragraph.

I. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

J. Exhibits. The following exhibits will be and are incorporated into this Agreement: ERC Policy and Procedure Manual.

K. Jurisdiction. FCH consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of FCH.

L. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

M. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

N. Non-Exclusivity. This Agreement is non-exclusive and FCH may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

O. Non-Solicitation Statement. FCH has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. FCH has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

P. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

Q. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the ERC Policy and Procedure Manual.

R. Ownership Interest Disclosure. FCH will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in FCH and stating that no other person holds an ownership interest in FCH via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If FCH fails to submit the required affidavit, the City may, after 30 days' written notice to FCH, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

S. Ownership of Records. Upon final payment, all data reported and all products of work prepared, created or modified by FCH in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished (collectively "**ERC Work Product**"), but excluding FCH's personnel and administrative records and any tools, systems, and information used by FCH to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, curricula, programs, and processes and any related intellectual property of FCH (collectively, "**FCH's Intellectual Property**") will be the property of both Parties, who will have equal right, title and interest in any ERC Work Product, including without limitation the right to jointly secure and maintain any copyright, trademark, or patent of ERC Work Product. The City agrees that to the extent ERC Work Product is authored in whole or in part by FCH while performing the Services, such works are not works made for hire. The ERC Work Product does not include data collected by FCH that is outside the scope of this Agreement. Either Party may use and distribute any ERC Work Product for any purpose without

the other Party's consent and for no additional consideration to the other Party. This section does not apply to sharing PII with third parties. Both Parties agree that any PII shared under this Agreement shall only be shared when required by law and in compliance with any applicable laws. For avoidance of doubt, FCH's Intellectual Property shall include, but is not limited to, Project Restore NOLA (ERC) and Project Restore, pre-existing multi-phased intervention programs offering four 12-week intervention cycles over a phased curriculum, all of which shall remain the sole and exclusive property of FCH. FCH's performance of the Services under this Agreement depends upon the use and protection of FCH's Intellectual Property and the City will have access to some or all of this information, which constitutes valuable, special, and unique property of FCH.

T. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of FCH, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to FCH pursuant to this Agreement without regard to FCH's otherwise satisfactory performance of the Agreement.

U. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

V. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

W. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

X. Subcontractor Reporting. FCH will provide a list of all natural or artificial persons who are retained by FCH at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with FCH's work for the City. For any subcontractor proposed to be retained by FCH to perform work on the Agreement with the City, FCH must provide notice to the City within 30 days of retaining that subcontractor. If FCH fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to FCH, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

Y. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or

termination of this Agreement and continue in full force and effect.

Z. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and FCH, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 201__

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

FAMILY CENTER OF HOPE

BY: _____
PATRICIA WATSON, EXECUTIVE DIRECTOR

FEDERAL TAX I.D.